



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kenora Apartments Limited v Paypompee, 2026 ONLTB 17477

Date: 2026-02-27

File Number: LTB-L-080079-25

In the matter of: 312, 39C CAMBRIAN DR
KENORA ON P9N4A4

Between: Kenora Apartments Limited Landlord

And

Brittney Paypompee Tenant

Kenora Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Brittney Paypompee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **(L1 application)**

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex. **(L2 application)**

This application was heard by videoconference on January 22, 2026.

Only the Landlord's agent, Wesley Seimens, attended the hearing.

As of 9:22 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,323.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.50. This amount is calculated as follows: \$1,323.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,491.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$3,996.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$108.40 is owing to the Tenant for the period from November 26, 2021 to January 22, 2026.

L2 application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant shall pay the Landlord \$1,500.00.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. On August 22, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant had substantially interfered with another tenant's and the Landlord's reasonable enjoyment of the residential complex and lawful, right, privileges or interests by incorrectly installing two air conditioners in the rental unit (one in the living room and one in the bedroom), as well as failing to clear dog feces and wet carpets from the balcony.
13. The N5 notice also alleged that the Tenant had willfully or negligently caused damage to the unit and the residential complex the incorrect installation of the air conditioners had allowed water to leak into walls, damaging the Tenant's unit as well as the unit below.

Substantial interference

14. The Landlord's agent testified that the Tenant lives on the third floor of the residential complex. After receiving a complaint from the unit below about water leaking from the ceiling, the Landlord's agent inspected the Tenant's unit and discovered that the walls below two air conditioners installed by the Tenant were soaking wet because the Tenant had failed to seal the gap between the air conditioners and the edge of the windows. As a result, there was no barrier stopping rain from entering the walls of building.
15. The Landlord's agent produced a photograph of the outside of the living room air conditioner [Doc 7133923] which shows the Tenant's air conditioning unit sitting in the built-in air conditioner opening. While the Tenant appears to have installed a cover over the interior of the opening, there is no cover on the exterior of the opening. It is evident from the photograph that failing to install an exterior cover around the air conditioning unit allows rain to infiltrate the interior walls of the building.
16. The Landlord's agent produced multiple photographs as evidence of the correct installation of the air conditioners and damage to the units, including the following:
 - Doc 7133943 – water damaged carpet in unit below Tenant's unit
 - Doc 7133898 – damaged wall underneath air conditioner (drywall removed)
 - Doc 7133387 - damaged living room wall
 - Doc 7133875 – damaged living room wall
 - Doc 7133824 – damaged bedroom wall
17. The Landlord's agent was of the view that the water must have been leaking for several weeks or even months and that the drywall was wet and spongy to the touch. He said the Tenant offered no explanation as to why they had not reported the leak.
18. During the inspection the Landlord's agent also noticed dog feces on the balcony and in the apartment which created a pungent smell. He admitted, however, that he had not received any complaints from other Tenants about the smell or the state of the Tenant's balcony.
19. The Landlord's agent confirmed that immediately after the inspection, the Tenant removed the air conditioners from the unit. He also confirmed that the Tenant cleaned up all dog feces within one week of receiving the N5 notice and continued to clean the balcony and the unit.

Analysis

20. The N5 Notice was served pursuant to section 64 of the *Residential Tenancies Act*, 2006 (the 'Act') which states:
 - 64** (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

Notice

(2) A notice of termination under subsection (1) shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

Notice void if tenant complies

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

- 21. In accordance with section 64(3) of the Act, the N5 Notice is voided if the Tenants does not engage in any further conduct of the type described in the N5 Notice during the seven-day period after the N5 Notice was given to the Tenants. In this case, that seven-day voiding period was August 23-29, 2025.
- 22. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant removed the air conditioners, as well as cleaned and removed all dog feces from the balcony within the seven-day voiding period after the N5 notice was served. As such, I find the N5 Notice was voided as it relates to substantial interference.

Wilful or negligent damage

- 23. The Landlord's agent stated repairs to the unit commenced on August 22, 2025, starting with removal of the damaged drywall and application of a mold treatment. He stated that it took approximately one month to complete the repairs.
- 24. The Landlord's agent produced an estimate dated August 23, 2025 for the cost of the repairs. While the estimate total of \$1,695.00 includes HST, the Landlord only claims the base cost of \$1,500.00. The Landlord's agent confirmed that he paid the estimate in full within one week of the repairs being completed and that the Tenant has not reimbursed the Landlord for the cost of the repairs.
- 25. Based on the uncontested evidence before me, I am satisfied that the Tenant did not pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination as it relates to wilful or negligent damage.

Compensation for damages

26. Based on the untested evidence before me, I find that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by incorrectly installing air conditioners in the unit which allowed water to seep into the walls of the Tenant's unit and the unit below.
27. I am satisfied that the Landlord has incurred reasonable costs of \$1,500.00 to repair the damage.

Relief from eviction

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
29. The Tenant did not attend the hearing to provide evidence of their circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 10, 2026.
2. If the unit is not vacated on or before March 10, 2026, then starting March 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 11, 2026.
4. With respect to the L1 application, the Tenant may void this part of the order by paying to the Landlord or to the LTB in trust:
 - \$5,505.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,828.00 if the payment is made on or before March 10, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this part of the order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 10, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **Even if the Tenant voids this part of the eviction order, the tenancy between the Landlord and the Tenant is terminated, as of March 10, 2026, because the Tenant**

caused willful or negligent damage to the unit and has failed to compensate the Landlord the cost of repairing that damage.

7. If the Tenant does not void this part of the order, the Tenant shall pay to the Landlord \$2,507.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$43.50 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
9. The Landlord owes \$1,308.40 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
10. The Tenant shall also pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage.
11. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

February 27, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 11, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$7,810.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,491.00
Total the Tenant must pay to continue the tenancy	\$5,505.00

B. Amount the Tenant must pay to void the eviction order if the payment is made on or before March 10, 2026

Rent Owing To March 31, 2026	\$9,133.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,491.00
Total the Tenant must pay to continue the tenancy	\$6,828.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,121.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,491.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$108.40
Total amount owing to the Landlord	\$2,507.60
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$43.50 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	